

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
ABILENE DIVISION**

JARRED L. PRICE

Plaintiff

VS.

CIVIL ACTION NO. _____

PHENIX TRANSPORTATION, INC. et al

Defendants

PLAINTIFF'S FIRST ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT

1. NOW COMES, Jarred L. Price (also referred to as Plaintiff), an individual who resides in Anson, Jones County, Texas.

2. Defendant, Phenix Transportation, Inc. (hereinafter referred to as “Phenix Inc”) is a Mississippi corporation that owned the 18-wheeler in question; this corporation can be served by serving its registered agent, Daphne P Wilkerson at 1949 Hwy 35 S, Forest, MS 39074. Defendant, Phenix Transportation West, Inc. (hereinafter referred to as “Phenix West) is a Mississippi corporation that owned the 18-wheeler in question; this corporation can be served by serving its registered agent, Daphne P Wilkerson at 1939 Hwy 35 South, Forest, MS 39074 and Defendant Clavin Dewyatt Tidwell (hereinafter referred to as “Tidwell”), the driver of the 18-wheeler, resides at 1361 Berry Ln., Bonifay, Florida 32425 where he may be served.

I. MISNOMER/ALTER EGO

3. In the event any parties are misnamed or are not included herein, it is Plaintiff's contention that such was a "misidentification," "misnomer," and/or such parties are/were "alter egos"

of parties named herein. Alternatively, Plaintiff contends that such “corporate veils” should be pierced to hold such parties properly included in the interest of justice.

II. JURISDICTION

4. This Court has jurisdiction over this lawsuit under 28 U.S.C. §1332, because Plaintiff and Defendants reside in different states.

III. VENUE

5. Venue is proper in this Court since the cause of action arose in Jones County, Texas which is in this district.

IV. FACTS

6. This lawsuit results from a two vehicle collision that occurred in Jones County, Texas on November 13, 2014. Defendant Tidwell was driving a Volvo 18-wheeler truck with a trailer attached Northbound on Highway 83 between Abilene and Hawley Texas. The Volvo truck owned by Defendants Phenix Inc. and Phenix West went off the highway and onto the median between the Northbound and Southbound lanes then struck a culvert and overturned on the southbound lanes. Plaintiff, Jarred Price, at about the same time was driving a Ford Focus southbound when Defendants truck overturned directly in front of him resulting in a violent severe collision between Plaintiff's Ford and the trailer of the 18 wheeler demolishing Plaintiff's Ford and severely injuring Plaintiff Jarred Price.

7. As a direct and proximate result of the severe impact between Plaintiff's Ford Focus and the trailer of the 18-wheeler, Plaintiff sustained serious and probably permanent injuries to Plaintiff's back including an acute fracture of the first lumbar vertebrae, now a floating bone fragment, three fractured toes and one broken toe.

V. NEGLIGENCE

8. Immediately prior to the collision Defendant drive Tidwell was operating the 18-wheeler truck in a negligent manner. He failed in his duty to exercise ordinary care and to operate the

truck in a reasonable and prudent manner. He breached that duty in one or more of the following ways:

- a. Driving at an excessive speed under the circumstances;
- b. He failed to drive the truck in the lanes marked for northbound traffic; and
- c. He failed to properly control the truck.

VI. DAMAGES

9. As a direct and proximate result of Defendant driver Tidwell's negligence, Plaintiff suffered injuries and damages including:

- a. Physical pain and mental anguish in the past and future;
- b. Loss of earning capacity;
- c. Physical impairment in the past and future; and
- d. Medical expense in the past and future.

VII. CAUSE OF EMPLOYMENT

10. At the time and place of the injury in question Defendant driver Tidwell was in the course and scope of his employment with Defendants Phenix Inc and Phenix West.

PRAYER

For these reasons Plaintiff asks for judgment against Defendants jointly and severally for the following:

- a. Actual damages in an amount in excess of \$70,000 and within the jurisdictional limits of this Court which amount will include medical expenses in the amount due and owing of over \$6,000 and still accumulating and anticipated medical expenses of \$50,000;
- b. Prejudgment and postjudgment;
- c. Costs of suit; and
- d. All other relief the Court deems appropriate.

Respectfully submitted,

A handwritten signature in cursive script that reads "Bob Hanna". The signature is written in dark ink and is positioned above a horizontal line.

BOB HANNA

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